

8/07/08 9:40:19  
BK 2,933 PG 469  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

Document Prepared By: Cindy Fajardo  
And, After Recording, Return To:

WHEN RECORDED RETURN TO:  
Equity Loan Services, Inc.  
1100 Superior Ave., Ste. 200  
Cleveland, OH 44114  
ATTN: NSS TEAM

P.I.N. \_\_\_\_\_

\_\_\_\_\_  
[Space Above This Line For Recording Data]

Loan Number: 426360303474

## MODIFICATION TO HOME EQUITY LINE OF CREDIT AGREEMENT AND HOME EQUITY LINE OF CREDIT DEED OF TRUST

THIS MODIFICATION AGREEMENT (this "Agreement") is made between JPMORGAN CHASE BANK, N.A. and the grantor, Lisa A Hamilton. The trustee is , whose address is . In this Agreement the words "you" and "your" mean each person, individually and jointly, who signs this Agreement as "Borrower". The words "we," "us" and "our" mean JPMORGAN CHASE BANK, N.A.

WHEREAS, you have entered into a Home Equity Line of Credit Agreement and Disclosure Statement (the "Line of Credit Agreement") with us dated June 05, 2006 , which is secured by a Deed of Trust of the same date recorded in the Clerk's Office, Circuit Court, City/County of DESOTO , MISSISSIPPI, in Document , Deed Book 2498, Page 496 (the "Security Instrument"), covering real property located at 6945 KINGS ROW DRIVE, SOUTHAVEN, MS, 38671, (the "Property"), which Line of Credit Agreement and Security Instrument may have been amended (collectively, the "Loan Documents"); and

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, you agree with us that the Line of Credit Agreement and the Security Instrument will be modified as follows:

### A. AMENDMENT OF LINE OF CREDIT AGREEMENT

Effective as of June 13, 2008 (the "Effective Date"), the Credit Limit under the Line of Credit Agreement is decreased to 22,750.00.

### B. MODIFICATION OF SECURITY INSTRUMENT

As of the Effective Date, the Security Instrument is modified to decrease the principal sum that may be secured from \$25,000.00 to \$22,750.00. Except as to the decrease in the principal sum secured, this Agreement shall not affect our security interest in, or lien priority on, the Property.

**Document Prepared By: Cindy Fajardo**  
**And, After Recording, Return To:**

JPMorgan Chase Bank, N.A.  
 Retail Lending Servicing KY2-1606  
 P.O. Box 11606  
 Lexington, KY 40576-1606

P.I.N. \_\_\_\_\_

\_\_\_\_\_  
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**C. OTHER TERMS**

1. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

2. We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.

3. Except as amended by this Agreement, all terms and conditions of the Loan Documents shall remain in full force and effect. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of a Loan Document, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein.

**BORROWER:**

\_\_\_\_\_  
Lisa A Hamilton (Seal)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Seal)

Date: \_\_\_\_\_

**JPMORGAN CHASE BANK, N.A.**

By: \_\_\_\_\_ (Seal)  
Name: Kim Richards, Bank Officer

Date: June 13, 2008

**C. OTHER TERMS**

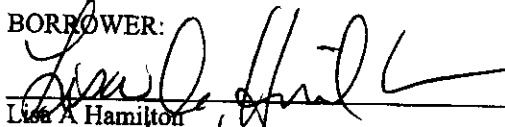
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein.

BORROWER:

 (Seal)  
Lisa A. Hamilton

Date:

7/25/08

\_\_\_\_\_  
(Seal)

Date: \_\_\_\_\_

JPMORGAN CHASE BANK, N.A.

By:

 (Seal)  
Name: Kim Richards, Bank Officer

Date: June 13, 2008

**ACKNOWLEDGEMENTS**

STATE OF MISSISSIPPI )  
 )  
 CITY/COUNTY OF DESOTO )

ss.:

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in the City/County and State aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

My Commission expires: \_\_\_\_\_

Print Name:  
 Notary Public

(Seal)

**LENDERS ACKNOWLEDGEMENTS**

STATE OF ARIZONA )  
 )  
 COUNTY OF MARICOPA )

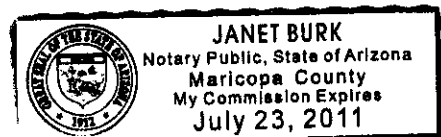
ss.:

On the 13th day of June in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Kim Richards, Bank Officer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(Seal)

My commission expires on \_\_\_\_\_

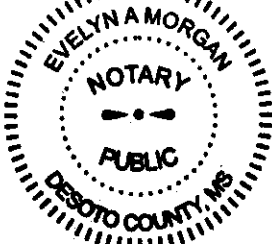


# ACKNOWLEDGEMENTS

STATE OF MISSISSIPPI )  
 )  
 CITY/COUNTY OF DESOTO ) SS.:

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in the City/County and State aforesaid, this 25th day of July, 2008, by Lisa A. Hamilton

My Commission expires: 07-19-2010



Evelyn A. Morgan (Seal)  
 Print Name: Evelyn A. Morgan  
 Notary Public

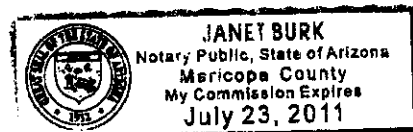
# LENDERS ACKNOWLEDGEMENTS

STATE OF ARIZONA )  
 )  
 COUNTY OF MARICOPA ) SS.:

On the 13th day of June in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Kim Richards, Bank Officer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature] (Seal)  
 Notary Public

My commission expires on \_\_\_\_\_



Form No. 3301 (6/00)  
Short Form Commitment, EAGLE  
SUPER EAGLE

ORDER NO: 5323259  
FILE NO: 36343475  
LENDER REF: 12467236

**Exhibit "A"**

The land referred to in this policy is situated in the **STATE OF MISSISSIPPI, COUNTY OF DESOTO, CITY OF SOUTHAVEN**, and described as follows:

LOT 92, STONEHEDGE SUBDIVISION, IN SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 WEST, CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, AS SHOWN BY PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGES 28-32, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

APN # 1 07 9 32 04 0 00092 00

 HAMILTON  
38369010

MS

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT

